

**SANTA FE COUNTY
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH THE SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL SERVICES**

THIS AMENDMENT is made and entered into as of this 10th day of November, 2010, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the **Santa Fe Animal Shelter and Humane Society** (hereinafter referred to as "the Contractor").

WHEREAS, the County and the Contractor entered into a Professional Services Agreement to provide animal control services dated July 2 day, 2009 in the amount of \$528,000.00;

WHEREAS, Article 18, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED", of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the parties desire to enter into this Amendment No. 1 to increase the rate of compensation and appropriately adjust the total compensation available under this contract to \$373,750, to amend Article 1 "SCOPE OF WORK," of the Agreement and to amend Article 4, EFFECTIVE DATE AND TERM," for a termination date of December 31, 2011.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article 1, "SCOPE OF WORK," is amended by adding to "The Contractor Shall" Subsection N and by adding to "The County Shall" subsections J and K as follows:

The Contractor Shall:

- N. Take over animal licensing duties as set forth in County ordinances for the County. Contractor will absorb all costs involved in launching a licensing program and will collect and retain all licensing fees up to \$100,000. After Contractor nets \$100,000 fees will be split evenly between the Contractor and the County. All expenses incurred by the Contractor for the licensing program must be reasonable and should be solely for the animal licensing program. All expenses for the animal licensing program are subject to be audited by the County and all supporting documentation should be readily available to the County if requested. Contractor personnel will be deputized in order to write animal licensing-related citations. Contractor will conform to all applicable laws and regulations while performing licensing duties. Contractor shall be permitted a reasonable amount of time to establish and setup the licensing program.

The County Shall:

- J. No longer focus on animals outside of the legal mandate nor require Contractor to shelter animals outside of the legal licensing mandate, including domestic livestock or exotic animals. It is understood that in hoarding cases, the County may arrange with the Contractor to house animals in such cases for a period of time mutually agreed to by the County and the Contractor. In such cases, County agrees to absorb expenses arising from impoundments exceeding standard stray waiting times and to pursue remuneration from defendants in such cases as set forth by state law.

- K. Make available to Contractor one assistant in Animal Control Services to assist Contractor with Contractor's intake/receiving desk duties, including answering the phone, customer service, light animal handling, and other administrative duties when needed at the intake/receiving desk during normal County working hours. The assistant assigned by the County will not be available when he/she is at training, on leave, sick or is off for County approved holidays.

All other provisions of Article 1 "SCOPE OF WORK" not amended, replaced or superseded by this Amendment No. 1 shall remain in full force and effect.

2. Article 2, "COMPENSATION AND INVOICING," is amended to read as follows:

- A. In consideration of its obligations under this Agreement the County shall pay Contractor \$11,00.00 per month to be paid at the conclusion of each month. Effective November 1, 2010 the monthly payment will increase to \$14,125 per month to be paid at the conclusion of each month. The total compensation to be paid under this Agreement shall not exceed \$373,750.00.

All other provisions of Article 2 "COMPENSATION AND INVOICING" not amended, replaced or superseded by this Amendment No. 1 shall remain in full force and effect.

3. Article 4, "EFFECTIVE DATE AND TERM," is amended to read as follows:

This Agreement, shall upon due execution by all parties, become effective as of July 2, 2009 and shall terminate on December 31, 2011, unless earlier terminated pursuant to Section 5, "TERMINATION," of this Agreement.


4. All other provisions of the Agreement not amended, replaced, or superseded by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

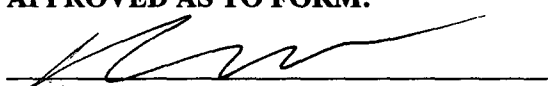

Harry Montoya, Chair
Santa Fe Board of County Commissioners

ATTEST:


Valerie Espinoza
Santa Fe County Clerk



APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

11-2-10
Date

FINANCE DEPARTMENT APPROVAL:


Teresa C. Martinez
Santa Fe County Finance Director

11/5/2012
Date

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY:

By: _____
Signature

Date

Printed Name and Title

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Santa Fe County Finance Director

Date

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY:

By: Mary Updin
Signature

Nov. 3, 2010
Date

Mary Martin
Printed Name and Title

Ex. Director